

THIS AGREEMENT, made this 6th day of May, 1969

BETWEEN: MORRIS COUNTY LAND FILL, INC., a corporation of the State of New Jersey, having its principal office at 572 Hanover Avenue, Morris Plains, Morris County, New Jersey, hereinafter sometimes referred to as owner

AND: THE TOWNSHIP OF MOUNT OLIVE, a municipal corporation of the State of New Jersey with principal offices at the municipal building, Route No. 46, Budd Lake New Jersey, hereinafter sometimes referred to as TOWNSHIP

W I T N E S S E T H:

WHEREAS, MORRIS COUNTY LAND FILL, INC. is the Owner of a tract of land known as Lot 4 A and 5 A, Block 148 as shown on a survey of property known as Mount Olive Farms dated August 7, 1968, revised November 15, 1968 by Winston and Keller, Inc., located within the Township of Mount Olive, County of Morris and State of New Jersey; and

WHEREAS, said Owner has received permission to utilize said property for a sanitary land fill operation by virtue of the recommendation of a special exception use by the Board of Adjustment of the Township of Mount Olive and the grant of said special exception use by the Township Committee of the Township of Mount Olive; and

WHEREAS, the Township does presently collect garbage from substantial portions of the residential properties within said Township and is dumping said garbage upon the presently existing sanitary land fill located on Owners property; and

WHEREAS, the Township is desirous of continuing and expanding its garbage collection services to the residents of the Township and the Township is desirous of arranging a long term contractual right to utilize the sanitary land fill facilities located on Owner's property; and



WHEREAS, the Township is particularly desirous of meeting a long term planning need in this regard which would protect the Township's right to utilize Owner's facility for sanitary land fill over a twenty(20) year period regardless of the extent of growth of the Township's population; and

WHEREAS, the need for sanitary land fill facilities in the Morris County area is ever increasing and the Township desires to obtain fixed and reasonable rates for its rights to use Owner's sanitary land fill operations over the next twenty (20) years; and

WHEREAS, Owner desires to assure itself of certain basic rates for its sanitary land fill operation from the Township of Mount Olive over the next twenty (20) years:

IT IS THEREFORE, mutually agreed as follows:

1. The Township of Mount Olive may deposit and dump upon the property known as Lot 4A and 5A, Block 148 owned by Morris County Land Fill, Inc., all or any portion of the garbage, refuse and waste collected by the Township of Mount Olive within the boundary lines of said Township from any source whatsoever.

2. The Townships rights hereunder are limited to the dumping and depositing of garbage, refuse and waste collected in trucks either owned or leased or under the control of Mount Olive Township but said rights hereunder do not extend to garbage trucks of any private scavenger collecting within Mount Olive Township.

3. The Township agrees to pay Owner in accordance with the following time and rate schedule:

- a) For the first five years of this Agreement.....\$1.00 per ton
- b) For the second five years of this Agreement.....\$1.20 per ton
- c) For the third five years of this Agreement.....\$1.40 per ton
- d) For the last five years of this Agreement.....\$1.50 per ton

Owner agrees that said rates represent the full and complete charges against the Township for the Townships rights under this Agreement.

4. The Owner recognizes that its operation of said sanitary land fill are subject, in part, to the regulations of the Township of Mount Olive, particularly concerning the right to license, regulate and control primarily for health and welfare purposes and to charge reasonable licensing fees therefor. It is understood and mutually agreed that the rates set forth in this contract will not be effected by any licensing fees or charges imposed by the Township or any other governmental body having jurisdiction.

5. The parties mutually understand that the Township does not at present, and may not in the future, collect garbage from all of the single and multi family residences within the Township. Owner agrees that as part of the consideration for this Contract, it will permit individual Township residents to deposit and dump garbage, refuse and waste at a site designated by Owner upon said Lots 4A and 5A, Block 148 and charge such

residents a rate which is no greater than the highest rate being charged to any of the municipal users or private scavengers utilizing said sanitary land fill facility.

6. The parties understand and agree that the use of Owner's sanitary land fill facility by the Township is subject to all existing governmental regulation(s) including any regulations of the Township of Mount Olive.

7. The parties mutually agree that this Contract commences upon the date of execution of the same by both parties or if signed on different dates, then this Contract shall commence upon the date of the execution by the latter party.

8. In the event, for any reason whatsoever, the owner can not utilize the aforesaid property for a sanitary land fill operation; or in the event any governmental authority, for any reason whatsoever, enjoins the use of said premises as herein contemplated for a sanitary land fill operation; then and in such event the owner shall have no obligations to the Township of Mt.Olive under this Agreement. If said cessation of use of the premises is temporary and the owner again obtains the lawful right to proceed with its sanitary land fill operation, this contract shall then again become effective, and the obligations of the parties herein shall re-commence as of the date said premises are again used for a sanitary landfill operation.

9. The parties mutually agree that this Contract shall be duly acknowledged and recorded in the office of the Morris County Clerk.

10. The parties mutually agree that this Contract shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seals to be hereto affixed, the day and year first above written.

MORRIS COUNTY LANDFILL, INC.

ATTEST:

By _____
Alfred Luciano, President

Ambrose Hamm, Secretary

TOWNSHIP OF MOUNT OLIVE

By _____
Robert Piatt, Mayor

Mary Hopler, Clerk

STATE OF NEW JERSEY :
: S.S.
COUNTY OF MORRIS :

Be it remembered that on this 6th day of May, 1969, before me, the subscriber, an Attorney at Law of the State of New Jersey, personally appeared Mary Hopler, who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that she is the Clerk of the Township of Mount Olive, the municipal corporation named in the within Instrument; that Robert Piatt is the Mayor of said Municipal Corporation, that the execution, as well as the making of this Instrument has been duly authorized by the Township Committee of the Township of Mount Olive by a proper Resolution; that deponent well knows the municipal seal of said municipal corporation; and that the seal affixed to said Instrument is the proper seal and was thereto affixed and said Instrument signed and delivered by said Mayor of the Township of Mount Olive as and for the voluntary act and deed of said Municipal Corporation, in presence of Deponent, who thereupon subscribed her name thereto as attesting witness.

Sworn to and subscribed
before me the date
aforesaid:

Herbert A. Vogel
An Attorney at Law of the
State of New Jersey

Mary Hopler
Clerk of the Township of Mount Olive